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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
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13 CRISTINA RODRIGUEZ, an individual,) CASE NO. 2:24-03991-MWF (AGRx)
14 Plaintiff,) *[Assigned to Hon. Michael W.*
15 vs.) *Fitzgerald, District Judge, and Hon.*
16) *Alicia G. Rosenberg, Magistrate Judge]*
17 COSTCO WHOLESALE) DISCOVERY DOCUMENT:
CORPORATION, a corporation; GIL) REFERRED TO MAGISTRATE
COZINE, an individual; DOES 1-50,) JUDGE JACQUELINE CHOOLJIAN
18 inclusive,) ~~PROPOSED~~ STIPULATED
Defendants.) PROTECTIVE ORDER FOR
19) STANDARD LITIGATION
20) State Action filed: 09/14/2022
21) NOTE CHANGES MADE BY THE
COURT

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23 The Court, having received the STIPULATED PROTECTIVE ORDER
24 FOR STANDARD LITIGATION, executed by Plaintiff CRISTINA RODRIGUEZ
25 (“Plaintiff”) and Defendant COSTCO WHOLESALE CORPORATION (“Costco”
26 or “Defendant,” collectively “the Parties”), having considered the representations
27 set forth therein, and finding good cause thereof, orders as follows:
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PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN,
A PROTECTIVE ORDER IS ENTERED AS FOLLOWS:

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Court enters the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

The Parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; the applicable Federal Rules of Civil Procedure and **Local Rule 79-5** must be followed ~~and the standards that will be applied~~ when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a
6 matter pertinent to the litigation who has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this action.

8 2.7 House Counsel: attorneys who are employees of a party to this action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a
14 party to this action but are retained to represent or advise a party to this action and
15 have appeared in this action on behalf of that party or are affiliated with a law firm
16 which has appeared on behalf of that party.

17 2.10 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.13 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

28 2.14 Receiving Party: a Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 **3. SCOPE**

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material.
8 However, the protections conferred by this Stipulation and Order do not cover the
9 following information: (a) any information that is in the public domain at the time
10 of disclosure to a Receiving Party or becomes part of the public domain after its
11 disclosure to a Receiving Party as a result of publication not involving a violation
12 of this Order, including becoming part of the public record through trial or
13 otherwise; and (b) any information known to the Receiving Party prior to the
14 disclosure or obtained by the Receiving Party after the disclosure from a source
15 who obtained the information lawfully and under no obligation of confidentiality to
16 the Designating Party.

17 ~~Any use of~~ Protected Material ~~used~~ at trial shall ~~become public absent be~~
18 ~~governed by~~ a separate ~~court~~ order ~~upon written motion and a legally sufficient~~
19 ~~showing.~~

20 **4. GOOD CAUSE STATEMENT**

21 This action is likely to involve trade secrets, internally developed policies
22 and procedures, confidential logs and business records, and other valuable
23 research, development, commercial, technical, or proprietary information for
24 which special protection from public disclosure and from use for any purpose other
25 than prosecution of this action is warranted. Such confidential and proprietary
26 materials and information consist of, among other things, confidential business or
27 financial information, information regarding confidential business practices
28 (including standards, procedures, and documents developed internally by the

1 parties), or other confidential research, development or commercial information
2 (including information implicating privacy rights of third parties), information
3 otherwise generally unavailable to the public, or which may be privileged or
4 otherwise protected from disclosure under state or federal statutes, court rules, case
5 decisions, or common law. Such information and documents include business
6 records and work logs developed, researched, drafted, created, and/or prepared
7 internally by the Parties for use in their business or trade; internal policies and
8 procedures; confidential communications, documents, or information involving
9 private or personal information of the parties or third parties; and/or documents
10 marked confidential and not made available for the public at large. Accordingly, to
11 expedite the flow of information, to facilitate the prompt resolution of disputes
12 over confidentiality of discovery materials, to adequately protect information the
13 parties are entitled to keep confidential, to ensure that the parties are permitted
14 reasonable necessary uses of such material in preparation for and in the conduct of
15 trial, to address their handling at the end of the litigation, and serves the ends of
16 justice, a protective order for such information is justified in this matter. It is the
17 intent of the Parties that information will not be designated as confidential for
18 tactical reasons and that nothing be so designated without a good faith belief that it
19 has been maintained in a confidential, non-public manner, and there is good cause
20 why it should not be part of the public record of this case.

21 **5. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees
24 otherwise in writing or a court order otherwise directs. Final disposition shall be
25 deemed to be the later of (1) dismissal of all claims and defenses in this action,
26 with or without prejudice; and (2) final judgment herein after the completion and
27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
28 including the time limits for filing any motions or applications for extension of

time pursuant to applicable law.

6. DESIGNATING PROTECTED MATERIAL

6.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

6.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

- (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If

1 only a portion or portions of the material on a page qualifies for
2 protection, the Producing Party also must clearly identify the
3 protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 A Party or Non-Party that makes original documents or materials
6 available for inspection need not designate them for protection until
7 after the inspecting Party has indicated which material it would like
8 copied and produced. During the inspection and before the
9 designation, all of the material made available for inspection shall be
10 deemed "CONFIDENTIAL." After the inspecting Party has identified
11 the documents it wants copied and produced, the Producing Party
12 must determine which documents, or portions thereof, qualify for
13 protection under this Order. Then, before producing the specified
14 documents, the Producing Party must affix the "CONFIDENTIAL"
15 legend to each page that contains Protected Material. If only a portion
16 or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s)
18 (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in deposition ~~or in other pretrial or trial~~
20 ~~proceedings~~, that the Designating Party identify on the record, before
21 the close of the deposition, ~~hearing, or other proceeding~~, all protected
22 testimony.

23 (c) for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a
25 prominent place on the exterior of the container or containers in which
26 the information or item is stored the legend "CONFIDENTIAL." If
27 only a portion or portions of the information or item warrant
28 protection, the Producing Party, to the extent practicable, shall

1 identify the protected portion(s).

2 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive
4 the Designating Party's right to secure protection under this Order for such
5 material. Upon timely correction of a designation, the Receiving Party must make
6 reasonable efforts to assure that the material is treated in accordance with the
7 provisions of this Order.

8 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time **consistent with the case scheduling order**.
11 Unless a prompt challenge to a Designating Party's confidentiality designation is
12 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
13 burdens, or a significant disruption or delay of the litigation, a Party does not
14 waive its right to challenge a confidentiality designation by electing not to mount a
15 challenge promptly after the original designation is disclosed.

16 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith
22 and must begin the process by conferring directly (in voice to voice dialogue; other
23 forms of communication are not sufficient) within 14 days of the date of service of
24 notice. In conferring, the Challenging Party must explain the basis for its belief that
25 the confidentiality designation was not proper and must give the Designating Party
26 an opportunity to review the designated material, to reconsider the circumstances,
27 and, if no change in designation is offered, to explain the basis for the chosen
28 designation. A Challenging Party may proceed to the next stage of the challenge

1 process only if it has engaged in this meet and confer process first or establishes
2 that the Designating Party is unwilling to participate in the meet and confer process
3 in a timely manner.

4 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
5 court intervention, the Designating Party shall file and serve a motion to retain
6 confidentiality within 21 days of the initial notice of challenge or within 14 days of
7 the parties agreeing that the meet and confer process will not resolve their dispute,
8 whichever is earlier. Each such motion must be accompanied by a competent
9 declaration affirming that the movant has complied with the meet and confer
10 requirements imposed in the preceding paragraph. Failure by the Designating Party
11 to make such a motion including the required declaration within 21 days (or 14
12 days, if applicable) shall automatically waive the confidentiality designation for
13 each challenged designation. In addition, the Challenging Party may file a motion
14 challenging a confidentiality designation at any time **consistent with the case**
15 **scheduling order** if there is good cause for doing so, including a challenge to the
16 designation of a deposition transcript or any portions thereof. Any motion brought
17 pursuant to this provision must be accompanied by a competent declaration
18 affirming that the movant has complied with the meet and confer requirements
19 imposed by the preceding paragraph.

20 The burden of persuasion in any such challenge proceeding shall be on the
21 Designating Party. Frivolous challenges, and those made for an improper purpose
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
23 expose the Challenging Party to sanctions. Unless the Designating Party has
24 waived the confidentiality designation by failing to file a motion to retain
25 confidentiality as described above, all parties shall continue to afford the material
26 in question the level of protection to which it is entitled under the Producing
27 Party's designation until the court rules on the challenge.

28 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

1 8.1 Basic Principles. A Receiving Party may use Protected Material that is
2 disclosed or produced by another Party or by a Non-Party in connection with this
3 case only for prosecuting, defending, or attempting to settle this litigation. Such
4 Protected Material may be disclosed only to the categories of persons and under
5 the conditions described in this Order. When the litigation has been terminated, a
6 Receiving Party must comply with the provisions of section 14 below (FINAL
7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as
16 well as employees of said Outside Counsel of Record to whom it is
17 reasonably necessary to disclose the information for this litigation and
18 who have signed the “Acknowledgment and Agreement to Be Bound”
19 that is attached hereto as Exhibit A;

20 (b) the officers, directors, and employees (including House Counsel)
21 of the Receiving Party to whom disclosure is reasonably necessary for
22 this litigation and who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this litigation and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
27 A);

28 (d) the court and its personnel;

1 (e) court reporters and their staff, professional jury or trial
2 consultants, mock jurors, and Professional Vendors to whom
3 disclosure is reasonably necessary for this litigation and who have
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
5 A);

6 (f) during their depositions, witnesses in the action to whom
7 disclosure is reasonably necessary and who have signed the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
9 otherwise agreed by the Designating Party or ordered by the court.
10 Pages of transcribed deposition testimony or exhibits to depositions
11 that reveal Protected Material must be separately bound by the court
12 reporter and may not be disclosed to anyone except as permitted under
13 this Stipulated Protective Order.

14 (g) the author or recipient of a document containing the information
15 or a custodian or other person who otherwise possessed or knew the
16 information.

17 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such
23 notification shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or
25 order to issue in the other litigation that some or all of the material
26 covered by the subpoena or order is subject to this Protective Order.
27 Such notification shall include a copy of this Stipulated Protective
28 Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be
3 affected.

4 If the Designating Party timely seeks a protective order, the Party served
5 with the subpoena or court order shall not produce any information designated in
6 this action as “CONFIDENTIAL” before a determination by the court from which
7 the subpoena or order issued, unless the Party has obtained the Designating Party’s
8 permission. The Designating Party shall bear the burden and expense of seeking
9 protection in that court of its confidential material – and nothing in these
10 provisions should be construed as authorizing or encouraging a Receiving Party in
11 this action to disobey a lawful directive from another court.

12 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a
15 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-
24 Party that some or all of the information requested is subject to a
25 confidentiality agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this litigation, the relevant discovery request(s),
28 and a reasonably specific description of the information requested;

1 and
2 (3) make the information requested available for inspection by the
3 Non-Party.

4 (c) If the Non-Party fails to object or seek a protective order from this court
5 within 14 days of receiving the notice and accompanying information, the
6 Receiving Party may produce the Non-Party's confidential information responsive
7 to the discovery request. If the Non-Party timely seeks a protective order, the
8 Receiving Party shall not produce any information in its possession or control that
9 is subject to the confidentiality agreement with the Non-Party before a
10 determination by the court. Absent a court order to the contrary, the Non-Party
11 shall bear the burden and expense of seeking protection in this court of its
12 Protected Material.

13 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has
15 disclosed Protected Material to any person or in any circumstance not authorized
16 under this Stipulated Protective Order, the Receiving Party must immediately (a)
17 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
18 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
19 the person or persons to whom unauthorized disclosures were made of all the terms
20 of this Order, and (d) request such person or persons to execute the
21 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
22 A.

23 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**
24 **OTHERWISE PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Federal
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
4 of a communication or information covered by the attorney-client privilege or
5 work product protection, the parties may incorporate their agreement in the
6 stipulated protective order submitted to the court.

7 **13. MISCELLANEOUS**

8 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the court in the future.

10 13.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective
15 Order.

16 13.3 Filing Protected Material. Without written permission from the
17 Designating Party or a court order secured after appropriate notice to all interested
18 persons, a Party may not file in the public record in this action any Protected
19 Material. A Party that seeks to file under seal any Protected Material must comply
20 with Federal Rules of Civil Procedure and the applicable Local Rule 79-5.
21 Protected Material may only be filed under seal pursuant to a court order
22 authorizing the sealing of the specific Protected Material at issue. Pursuant to
23 Federal Rules of Civil Procedure and the applicable local rule, a sealing order will
24 issue only upon a request establishing that the Protected Material at issue is
25 privileged, protectable as a trade secret, or otherwise entitled to protection under
26 the law. If a Receiving Party's request to file Protected Material under seal
27 pursuant to Federal Rules of Civil Procedure and the applicable local rule is denied
28 by the court, then the Receiving Party may file the information in the public record

pursuant to Federal Rules of Civil Procedure and the applicable local rule unless otherwise instructed by the court.

14. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

IT IS SO ORDERED.



Dated: January 24, 2025

Hon. Alicia G. Rosenberg, Magistrate Judge

LAGASSE BRANCH BELL + KINKEAD LLP
626 Wilshire Blvd, Suite 1000
Los Angeles, CA 90017

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on [date] in the case of _____

_____ [insert formal name of case and the number and initials assigned to it by the court].

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

I hereby appoint _____ [print or type full name]
of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____